

# EXHIBIT 3

**Evelyn Li**

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**From:** Esshaki, Gene J. <gjesshaki@abbottnicholson.com>  
**Sent:** Wednesday, December 30, 2015 1:58 PM  
**To:** Cherry, Steven  
**Cc:** Donovan, David P; Carome, Patrick; Griffith, Dyanne; Chapin, Benjamin; gmantese@manteselaw.com; tbrowning@manteselaw.com; Alexander Blum (ablum@manteselaw.com) (ablum@manteselaw.com); Taylor Asen; Jon Cuneo; Joel Davidow; Evelyn Li; Vicky Romanenko; Ben Elga; dbarrett@barrettlawgroup.com; dmcmullan@barrettlawgroup.com; bherrington@barrettlawgroup.com; sraiter@larsonking.com; psand@larsonking.com  
**Subject:** RE: In re: Auto. Parts Antitrust Litig., All Dealership Actions

I have reviewed the Notice and the Order is correct as written. The revenue, profit margins and profits on vehicles are too far removed from the issues in the case to be relevant. Inspection fees and delivery charges are relevant.

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**From:** Cherry, Steven [mailto:Steven.Cherry@wilmerhale.com]  
**Sent:** Wednesday, December 30, 2015 1:43 PM  
**To:** Esshaki, Gene J.  
**Cc:** Donovan, David P; Carome, Patrick; Griffith, Dyanne; Chapin, Benjamin; gmantese@manteselaw.com; tbrowning@manteselaw.com; Alexander Blum (ablum@manteselaw.com) (ablum@manteselaw.com); tasen@cuneolaw.com; jonc@cuneolaw.com; joel@cuneolaw.com; evelyn@cuneolaw.com; vicky@cuneolaw.com; Ben Elga (belga@cuneolaw.com); dbarrett@barrettlawgroup.com; dmcmullan@barrettlawgroup.com; bherrington@barrettlawgroup.com; sraiter@larsonking.com; psand@larsonking.com  
**Subject:** FW: In re: Auto. Parts Antitrust Litig., All Dealership Actions

Dear Special Master Esshaki,

Your order is attached. The text of Topic No. 11 is below:

11. Your sales and leases of new vehicles, including:

- (a) the person(s) and/or entities principally responsible for Your sales and leases (*i.e.*, your sales managers);
- (b) the make, model, and year of new vehicles that You sold or leased and the time period during which You sold and leased them, to the extent not evidenced in the data or documents You produced;
- (c) Your revenue, profit margins, and profit on new vehicles sold or leased (*i.e.*, front end);

Note that Defendants agree to omit this topic if a Dealer Plaintiff represents in a verified interrogatory response at least seven days prior to the deposition that it does not know and cannot ascertain this information for any time periods during the alleged class period for which it has not produced DMS data.

- (d) Your revenue, profit margins, and profits on financing, insurance, and warranty plans, and aftermarket products and services sold or offered in connection with the sale or lease of new vehicles (*i.e.*, back-end);

Note that Defendants agree to omit this topic if a Dealer Plaintiff represents in a verified interrogatory response at least seven days prior to the deposition that it does not know and cannot ascertain this information for any time periods during the alleged class period for which it has not produced DMS data.,

- (e) Your costs associated with selling or leasing new vehicles, such as overhead, inspection fees, and delivery charges;
- (f) The process and terms with respect to Your sales or transfers of vehicles between Your company and any other automotive dealership; and
- (g) Your knowledge of similarities or differences between Your sales and leases and the sales and leasing behaviors of other automotive dealerships.

Regards,

Steve Cherry

**Steven F. Cherry | WilmerHale**

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**From:** Cherry, Steven  
**Sent:** Wednesday, December 30, 2015 1:10 PM  
**To:** Esshaki, Gene J.; Ciolino Dawn L.  
**Cc:** Donovan, David P; Carome, Patrick; Griffith, Dyanne; Chapin, Benjamin; [gmantese@manteselaw.com](mailto:gmantese@manteselaw.com); [tbrowning@manteselaw.com](mailto:tbrowning@manteselaw.com); [ablum@manteselaw.com](mailto:ablum@manteselaw.com); [tasen@cuneolaw.com](mailto:tasen@cuneolaw.com); [jonc@cuneolaw.com](mailto:jonc@cuneolaw.com); [joel@cuneolaw.com](mailto:joel@cuneolaw.com); [evelyn@cuneolaw.com](mailto:evelyn@cuneolaw.com); [vicky@cuneolaw.com](mailto:vicky@cuneolaw.com); [belga@cuneolaw.com](mailto:belga@cuneolaw.com); [dbarrett@barrettlawgroup.com](mailto:dbarrett@barrettlawgroup.com); [dmcmullan@barrettlawgroup.com](mailto:dmcmullan@barrettlawgroup.com); [bherrington@barrettlawgroup.com](mailto:bherrington@barrettlawgroup.com); [sraiter@larsonking.com](mailto:sraiter@larsonking.com); [psand@larsonking.com](mailto:psand@larsonking.com)  
**Subject:** In re: Auto. Parts Antitrust Litig., All Dealership Actions

Dear Special Master Esshaki,

In reviewing yesterday's Order Granting in Part and Denying in Part Plaintiffs' Motion for Protective Order, Defendants are wondering whether there might be a typographical or clerical error with regard to your ruling on Topic 11. Specifically, the Order states that "Subsections 11(c) and (g) are DENIED." Defendants suspect, however, that you may really have meant to deny "Subsections 11(e) and (g)" rather than "11(c) and (g)".

The reason we suspect a typographical error is that Subsection 11(c) – “Your revenue, profit margins, and profit on new vehicles sold or leased (i.e., front end)” – which your Order says was denied, is very similar to Subsection 11(d) – “Your revenue, profit margins, and profits on financing, insurance, and warranty plans, and aftermarket products and services sold or offered in connection with the sale or lease of new vehicles (i.e., back-end)” – which your Order says was allowed. For that reason, and because the letters “c” and “e” might easily be mistaken for one another, we suspect that your reference to “11(c)” may actually have been intended to reference “11(e)”, which was “Your costs associated with selling or leasing new vehicles, such as overhead, inspection fees, and delivery charges.”

Defendants respectfully request that you advise the parties as soon as possible whether our suspicion of a possible clerical or typographical error is warranted.

Regards,

Steve Cherry

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